Doc. # 5487
ADOPTED 5/7/92

EXHIBIT A

DRAFT

MASTER LEASE

THIS AGREEMENT OF LEASE ("Lease") is made this _____ day of _____, 1992, by the **BOSTON REDEVELOPMENT AUTHORITY**, a public body politic and corporate organized and existing under Chapter 121B of the Massachusetts General Laws, as amended, and having a principal place of business at One City Hall Square, Boston, Massachusetts 02201 (hereinafter referred to as the "Landlord") and **CHILDREN'S SERVICES OF ROXBURY, INC.**, a Massachusetts non-profit corporation organized pursuant to Chapter 180 of the Massachusetts General Laws and having a principal place of business at 2406 Washington Street, Roxbury, Massachusetts 02119 (hereinafter referred to as the "Tenant").

WHEREAS, Landlord is the owner of the building located at 2406 Washington Street in Dudley Square, Roxbury, Massachusetts, also known as Parcel S-30 in the Washington Park Urban Renewal Project Area, Boston, Massachusetts (hereinafter referred to as the "Building");

WHEREAS, Landlord and Roxbury Children's Services, the predecessor organization to the Tenant, entered into a License Agreement dated November 1, 1989 (hereinafter referred to as the "License Agreement") setting forth the terms and conditions of the license to occupy approximately 6,000 square feet of office space located on the second floor of the Building;

WHEREAS, the license provided for in the License Agreement expired on November 1, 1991;

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated August 1, 1991 setting forth the terms and conditions of the lease of approximately 3,000 square feet of office space located on the first floor of the Building (hereinafter referred to as the "1991 Lease Agreement"); and

WHEREAS, on May 7, 1992, the BRA Board authorized the Director to enter into a Master Lease Agreement with the Children's Services of Roxbury, Inc. which will replace the License Agreement and supersede the 1991 Lease Agreement;

NOW, THEREFORE, in consideration of the mutual promises hereinafter stated, the parties mutually covenant and agree as follows:

1. THE DEMISED PREMISES.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the term and upon the terms, conditions, covenants and agreements hereinafter provided, the parcel of land described as Parcel S-30 in the Washington Park Urban Renewal Project Area, Boston, Massachusetts, all as more fully set forth in Exhibit A attached hereto and made a part hereof, with the building thereon, and known as 2406 Washington Street, Roxbury, Massachusetts 02119 (hereafter referred to as the "Demised Premises").

2. TERM.

The term of this Lease (hereinafter referred to as the

"Term") shall be for a period of three (3) years commencing upon the date hereof and expiring at midnight on the third anniversary of the date hereof (hereinafter referred to as the "Lease Expiration Date").

3. RENT.

(a) Tenant shall pay as rent the sum of Eighteen Thousand Dollars ($18,000.00) annually, payable in equal monthly installments, in advance, of One Thousand Five Hundred Dollars ($1,500.00)(hereinafter referred to as the "Rent"). The first payment of Rent shall be made upon the execution of the Lease by Tenant, and the second and subsequent monthly payments shall be made on the first day of each and every calendar month (beginning with the second month) during the Term. If the Term begins or ends on a date other than on the first day of a month, rent for the month of such commencement or termination shall be prorated at the rate of one-thirtieth (1/30) of the monthly Rent multiplied by the number of days in the commencement or termination month within the Term, payable in advance. Tenant shall pay said Rent to Landlord, at the office of Landlord or to such other party or to such other address as Landlord may designate from time to time by written notice to Tenant.

(b) All sums payable by Tenant hereunder shall be paid to Landlord without demand and without deduction, set-off or counterclaim on the first day of every month during the Term. If Landlord shall at any time or times accept rent after it shall become due and payable, such acceptance shall not excuse a delay

upon subsequent occasions, or constitute, or be construed as a waiver of any or all of Landlord's rights hereunder.

4. TAXES.

Landlord and Tenant both acknowledge and agree that the Building is presently exempt from real estate taxes under Chapter 59 of the Massachusetts General Laws. In the event that the Building becomes taxable, Tenant shall be responsible for its prorata share of the real estate taxes as said taxes become due and payable during the Term of this Lease.

5. USE OF DEMISED PREMISES.

Tenant shall use and occupy the Demised Premises for Tenant's Early Intervention Program (EIP) and for Tenant's administrative staff offices. Notwithstanding any other provision of this Lease, Tenant shall make the community room space as shown on the plan attached hereto and made a part hereof as Exhibit B available to the Roxbury Neighborhood Council and/or its subcommittees, or any other appropriate non-profit community group based in and serving the Roxbury area. Roxbury Neighborhood Council and/or its subcommittees shall have priority for the use of said community room space. Tenant shall use and occupy the Demised Premises for said purposes only in accordance with the uses permitted under applicable zoning and other municipal regulations. Without the prior written consent of Landlord, the Demised Premises shall not be used for any other purpose. Tenant shall not use or occupy the Demised Premises for any unlawful purpose, and shall comply with all present and

future laws, ordinances, regulations, and orders of the United States of America, the Commonwealth of Massachusetts, the City of Boston, the jurisdiction in which the Building is located, and any other public or quasi-public authority having jurisdiction over the Demised Premises, including but not limited to the Commonwealth of Massachusetts Office for Children. It is expressly understood that if any law, ordinance, regulation or order requires an occupancy permit for the Demised Premises, Tenant shall obtain such permit at Tenant's own expense.

6. ASSIGNMENT AND SUBLETTING.

(a) Tenant shall not assign, transfer, mortgage or otherwise encumber this Lease or sublet or rent or permit occupancy or use by others of the Demised Premises, or any part thereof, except as provided in Paragraph 5 of this Lease, without obtaining the prior written consent of Landlord, nor shall any assignment or transfer of this Lease or the right of occupancy hereunder be effectuated by operation of law or otherwise without the prior written consent of Landlord.

(b) In the event the original Landlord hereunder, or any successor owner of the Building, shall sell or convey the Demised Premises, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease accruing thereafter shall terminate, and thereupon all such liabilities and obligations shall be binding on the new owner. Tenant agrees to attorn to such new owner in writing if requested by Landlord to do so.

7. MAINTENANCE BY TENANT.

Tenant shall keep the Demised Premises and fixtures and equipment therein in clean, safe and sanitary condition, shall take good care thereof, shall suffer no waste or injury thereto, shall not permit any accumulation of litter, trash, debris or other disposable material, and shall, at the expiration or other termination of the Term, surrender the Demised Premises, broom clean, in the same order and condition in which they are when Tenant completes the improvements pursuant to the plans listed in Exhibit C attached hereto and made a part hereof, ordinary wear and tear excepted. Tenant, at its expense, shall provide and install all tubes, bulbs and lighting fixtures within the Demised Premises. Tenant agrees to assume all maintenance expenses for the Demised Premises during the Term of this Lease. Tenant shall be solely responsible for all maintenance, extermination, security and other services required to keep the Demised Premises in good, safe, clean and attractive condition and repair at all times, including but not limited to the care and maintenance of the plumbing, heating and air-conditioning systems in the Building and the sweeping, cleaning and snow removal around the Building including the curbs. Tenant agrees that when the Demised Premises are not in operation, all entrances must be properly secured. All fixtures, effects, equipment and property of any kind of Tenant and of all persons claiming through or under Tenant, shall be at the sole risk of Tenant. Tenant shall by use of a sign inform anyone using the Demised Premises that they do so at their own risk and that Landlord shall not be held liable for any damage or injury incurred to any person(s).

8. SMOKE DETECTORS.

Tenant shall supply and have in operation the required number of smoke detectors or other early warning fire and smoke protection devices approved by the City of Boston Fire Department and shall maintain them in working order during Tenant's occupancy of the Demised Premises.

9. TENANT ALTERATIONS.

(a) Tenant shall improve the Demised Premises in accordance with the plans listed Exhibit C. Tenant shall not make or permit anyone to make any alterations, decorations, additions or improvements, structural or otherwise, in or to the Demised Premises, without the prior written consent of Landlord. All such alterations, decorations, additions or improvements permitted by Landlord must conform to all rules and regulations established from time to time by the Underwriters' Association of the local area and conform to all requirements of the Federal, state and local governments. When granting its consent, Landlord may impose any conditions it deems appropriate, including, without limitation, the approval of plans and specifications and obtaining of specified insurance. As a condition precedent to such written consent of Landlord, Tenant agrees to obtain and deliver to Landlord written and unconditional waivers of mechanics' and materialmens' liens upon the Demised Premises for all work, labor and services to be performed, and materials to be furnished, by them in connection with such work, signed by all contractors, subcontractors, materialmen and laborers to be involved in such work. If, notwithstanding the foregoing, any

mechanic's or materialmen's lien is filed against the Demised Premises for work claimed to have been done for, or materials claimed to have been furnished to, Tenant, such lien shall be discharged by Tenant within ten (10) days thereafter, at Tenant's sole cost and expense, by the payment thereof or by filing any bond required by law. If Tenant shall fail to discharge any such mechanic's or materialmen's lien, Landlord may, at its option, discharge the same and treat the cost thereof as additional rent payable with the monthly installment of rent next becoming due; it being hereby expressly covenanted and agreed that such discharge by Landlord shall not be deemed to waive or release the default of Tenant in not discharging the same. It is understood and agreed by Landlord and Tenant that any alterations, decorations, additions or improvements shall be constructed on behalf of Tenant and that in the event Landlord gives its written consent to Tenant's making any such alterations, decorations, additions or improvements, such written consent shall not be deemed to be an agreement or consent by Landlord to subject Landlord's interest in the Demised Premises to any mechanic's or materialmen's liens which may be filed in respect to any such work performed by or on behalf of Tenant.

(b) All alterations, decorations, additions or improvements, including wall-to-wall carpet, upon the Demised Premises shall, at the election of Landlord, remain upon the Demised Premises, and become the property of Landlord and be surrendered with the Demised Premises at the expiration or termination of this Lease without disturbance, molestation or

injury. Should Landlord elect that alterations, decorations, additions or improvements made by Tenant upon the Demised Premises including telephone or computer cabling, conduit or wiring be removed upon expiration or termination of this Lease or upon expiration or termination of any renewal period, Tenant hereby agrees to cause same to be removed at Tenant's sole cost and expense. Should Tenant fail to remove the same, Landlord may cause same to be removed at Tenant's expense and Tenant hereby agrees to reimburse Landlord for the cost of such removal together with any and all damages which Landlord may suffer and sustain by reason of the failure of Tenant to remove the same.

(c) Tenant shall indemnify and hold Landlord harmless from and against any and all expenses, liens, claims or damages to person or property which arise directly or indirectly by reason of the making of any such alterations, decorations, additions or improvements. The indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, including reasonable attorneys' fees. If any such work is done without the prior written consent of Landlord, Landlord may correct or remove the same, and Tenant shall be liable for any and all expenses incurred by Landlord in the performance of this work. All alterations, decorations, additions or improvements in or to the Demised Premises made by either party shall immediately become the property of Landlord and shall remain upon and be surrendered with the Demised Premises as a part thereof at the expiration or

termination of the Term without disturbance, molestation or injury; provided, however, that if Tenant is not in default in the performance of any of its obligations under this Lease, Tenant shall have the right to remove, prior to expiration of the Term, all movable furniture, furnishings, or equipment installed in the Demised Premises at the expense of Tenant. If such property of Tenant is not removed by Tenant prior to the expiration or termination of this Lease, the same shall become the property of Landlord and be surrendered with the Demised Premises as a part thereof.

10. SIGNS; FURNISHINGS.

(a) No sign, advertisement or notice shall be inscribed, painted, affixed or otherwise displayed on any part of the Demised Premises except as approved by Landlord and provided at Tenant's cost and expense; if any such sign, advertisement or notice is nevertheless exhibited by Tenant, Landlord shall have the right to remove the same and Tenant shall be liable for any and all expenses incurred by Landlord in said removal. Landlord shall have the right to prohibit any advertisement of Tenant which in its opinion tends to impair the reputation of the Demised Premises for community services. Upon written notice from Landlord, Tenant shall immediately refrain from and discontinue any such advertisement.

(b) Landlord shall have the right to prescribe the weight and position of all heavy equipment and fixtures, including but not limited to, data processing equipment, record and file

systems, and safes which Tenant intends to install or locate within the Demised Premises, which shall, if considered necessary by Landlord, stand on plank strips to distribute the weight. Any and all damage or injury to the Demised Premises caused by moving the property of Tenant into, in or out of the Demised Premises, or due to the same being on the Demised Premises, shall be repaired by, and at the sole cost of, Tenant. Tenant agrees promptly to remove from any sidewalk, driveway or alley adjacent to the Building any of Tenant's furniture, equipment or other material there delivered or deposited.

11. ENTRY FOR INSPECTIONS, REPAIRS AND INSTALLATIONS AND EXHIBITION OF DEMISED PREMISES.

Landlord, or its agents, or other designees without notice to Tenant, shall have the right to enter upon the Demised Premises during normal business hours for the purpose of inspecting the same and determining the need for repairs, and removing placards and signs not approved by Landlord. If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand that Tenant make the same forthwith, and if Tenant refuses or neglects to commence such repairs and complete the same with reasonable dispatch after such demand, Landlord may (but shall not be required to) make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to Tenant by reason thereof. If Landlord makes or causes such necessary repairs to be made, Tenant agrees to pay Landlord forthwith, as additional rent, for the cost thereof, and in default of such payment, Landlord shall have the

remedies provided herein as well as other remedies provided by law.

Tenant will permit Landlord, or its agents, or other designees, upon one (1) days' written notice, to exhibit the Demised Premises to prospective tenants, prospective purchasers and lenders.

12. INSURANCE; INDEMNITY.

(a) Property Insurance. Throughout the Term, Tenant shall keep the Demised Premises insured under an all-risk property insurance policy with a carrier licensed to do business in the Commonwealth of Massachusetts and approved by Landlord. Such insurance shall be in an amount equal to full replacement value of the Building, exclusive of basements, foundations and footings.

(b) Personal Property Insurance. Throughout the Term, Tenant agrees to keep Tenant's trade fixtures, furnishings, furniture, equipment and personal property insured against loss or damage by fire or other casualty. It is understood and agreed that Tenant assumes all risks of damage to Tenant's property arising from any cause whatsoever including but not limited to loss by theft.

(c) Liability Insurance. Tenant shall carry for the term of this Lease comprehensive public liability insurance and property damage insurance with a carrier licensed to do business

in the Commonwealth of Massachusetts and approved by Landlord. Said insurance shall insure Landlord and Tenant against all claims and demands for personal injury and property damage with respect to the Demised Premises, with limits of Five Hundred Thousand Dollars ($500,000.00) for property damage and One Million Dollars ($1,000,000.00) for bodily injury. Landlord and each of Landlord's mortagees shall be named as additional insureds as their interests may appear in all policies for such insurance. Said insurance shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss. Tenant shall deliver to Landlord as a condition precedent to its taking occupancy of the Demised Premises (but not its obligation to pay rent) a certificate or certificates evidencing such insurance. Each policy shall contain an endorsement that will prohibit its cancellation prior to the expiration of thirty (30) days after written notice of such proposed cancellation has been furnished to Landlord.

(d) Tenant's Contractor's Insurance. Tenant shall require any contractor of Tenant performing work on the Demised Premises to carry and maintain, at no expense to Landlord:

(i) Comprehensive general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability

coverage, to afford protection with limits, for each occurrence, of not less than One Million Dollars ($1,000,000.00) with respect to personal injury or death, and One Million Dollars ($1,000,000.00) with respect to property damage; and

(ii) workers compensation or similar insurance in form and amounts required by law.

(e) Tenant agrees to carry and keep in full force, at all times during the Term, at its sole cost, workers compensation or similar insurance in form and amounts required by law. Such insurance shall contain waiver of subrogation provisions in favor of Landlord and Landlord's agents.

(f) Indemnity. Tenant hereby agrees to indemnify and hold Landlord harmless from and against any cost, damage, claim, liability or expense (including attorneys' fees) incurred by or claimed against Landlord, directly or indirectly, as a result of or in any way arising from Tenant's use and occupancy of the Demised Premises or in any other manner which relates to the business of Tenant. The liability of Tenant to indemnify Landlord shall not extend to any matter against which Landlord shall be effectively protected by insurance provided, however, that if any such liability exceeds the amount of effective and collectible insurance, said liability of Tenant shall apply to such excess. If Tenant fails to maintain any insurance required in this Lease, Tenant shall be liable for any loss or cost resulting from such failure.

(g) Miscellaneous. Any insurance carried or to be carried by Tenant hereunder shall be primary over any policy that might be carried by Landlord. If Tenant shall fail to perform any of its obligations regarding the acquisition and maintenance of insurance, Landlord may perform the same and the cost of the same shall be deemed additional rent and be payable upon Landlord's demand.

13. SERVICES AND UTILITIES.

Tenant shall pay for all requirements of the Demised Premises for utilities, including but not limited to heat, electricity, air-conditioning and the like, all utilities to be carried in the name of Tenant. The char and janitorial service for the Demised Premises shall be the responsibility of Tenant.

14. LIMITATION OF LIABILITY OF LANDLORD.

Landlord shall not be liable to Tenant, its employees, agents, invitees, or guests for any damage, compensation or claim arising from the necessity of repairing any portion of the Demised Premises, the interruption in the use of the Demised Premises, accident or damage resulting from the use or operation (by Landlord, Tenant, or any other person or persons whatsoever) of heating, cooling, electrical or plumbing equipment or apparatus, or the termination of this Lease by reason of the destruction of the Demised Premises, or from any fire, robbery, theft, mysterious disappearance and/or any other casualty, or from any leakage in any part or portion of the Demised Premises, or from water, rain or snow that may leak into, or flow from any

part of the Demised Premises, or from drains, pipes or plumbing work in the Building, or from any other cause whatsoever. Any goods, property or personal effects stored or placed by Tenant in or about the Demised Premises shall be at the risk of Tenant, and Landlord shall not in any manner be held responsible therefor.

15. DAMAGE; CONDEMNATION.

(a) Damage to the Demised Premises. If the Demised Premises are destroyed or damaged by fire, earthquake or any other casualty to the extent that they are untenantable in whole or in part, then Landlord shall proceed with reasonable diligence to rebuild and restore the Demised Premises or such part thereof as may be destroyed or damaged; provided: (i) Landlord has received the insurance proceeds payable on account of such damage or destruction (which insurance proceeds Landlord shall attempt to collect with reasonable diligence); (ii) such damage or destruction is not caused by Tenant or its agents or employees; (iii) the period for electing to terminate this Lease as provided below in this Paragraph has passed and this Lease has not been terminated; and (iv) Landlord shall not be responsible for Tenant's trade fixtures, furnishings, furniture, equipment or personal property. During the period of such rebuilding and restoration, unless the damage or destruction is caused by Tenant, its employees, agents, invitees or guests, the rent shall be abated in the same proportion as the rentable area in the portion of the Demised Premises rendered untenantable shall bear to the total rentable area of the Demised Premises. No compensation or claim or reduction of rent will be allowed or

paid by Landlord by reason of inconvenience, annoyance, or injury to business arising from the necessity of repairing the Demised Premises. Notwithstanding the foregoing, if prior to or during the term of this Lease, (a) the Demised Premises shall be so damaged that, in Landlord's opinion, the Demised Premises cannot be fully repaired within one hundred eighty (180) days from the date the damage occurred, or (b) the Building shall be so damaged by fire or other casualty insured against that, in Landlord's opinion, substantial repair or reconstruction of the Demised Premises shall be required (whether or not the Demised Premises shall have been damaged or rendered untenantable), then, in any such events, Landlord, at its option, may give to Tenant, within sixty (60) days after such fire or other casualty, a thirty (30) days' notice of termination of this Lease and, in the event such notice is given, this Lease shall terminate (whether or not the Term shall have commenced) upon the expiration of such thirty (30) days with the same effect as if the date of expiration of such thirty (30) days were the date definitely fixed for expiration of the Term and the then-applicable rent shall be apportioned as of such date, including any rent abatement as provided above.

(b) Condemnation. If the whole or a substantial part of the Demised Premises (or use or occupancy of the Demised Premises) shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including sale under threat of such a taking), then the terms of this Lease shall cease and terminate and the rent

shall be abated on the date when such title vests in such governmental or quasi-governmental authority. If less than a substantial part of the Demised Premises is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including sale under threat of such a taking), the rent shall be equitably adjusted (on the basis of the rentable area available to Tenant in the Demised Premises before and after such event) on the date when title vests in such governmental or quasi-governmental authority and the Lease shall otherwise continue in full force and effect. Tenant shall have no claim against Landlord (or otherwise) and hereby agrees to make no claim against the condemning authority for any portion of the amount that may be awarded as a result of any governmental or quasi-governmental taking or condemnation (or sale under threat of such taking or condemnation) for the value of any expired or unexpired portion of the Term. Tenant may, if allowed by statute, seek from such condemning authority such awards or damages for moving expenses, loss of profits and fixtures and other equipment installed by it (if any) which do not, under the terms of this Lease, become the property of Landlord at the termination hereof. Such awards or damages must be made by a condemnation court or other authority and must be separate and distinct from any award to Landlord for the Demised Premises and shall not diminish any award of Landlord. For purposes of this Paragraph 15(b), a substantial part of the Demised Premises shall be considered to have been taken if more than fifty percent (50%) of the Demised Premises are unusable by Tenant as a direct result of such taking. Notwithstanding

anything herein to the contrary, if twenty-five percent (25%) or more of the Building is condemned and Landlord elects to demolish the remainder of the Building, Landlord may elect to terminate this Lease.

In the event that the Lease is terminated in accordance with this Paragraph 15(b), Landlord shall pay Tenant the lesser of (i) the amount calculated as follows:

50% x [(Actual Cost of Construction/36) x # of months remaining in the Term]

or (ii) the amount calculated as follows:

50% x [(Net Condemnation Proceeds/36) x # of months remaining in the Term]

"Actual Cost of Construction" shall mean the actual cost of construction of the improvements set forth in Exhibit C to this Lease and shall be determined by the Landlord based on documentation of said costs acceptable to Landlord.

16. DEFAULT OF TENANT.

(a) Events of Default. If Tenant shall (i) fail to pay any monthly installment of rent (as required by Paragraph 3 hereof) or shall fail to timely make any other payment required by the terms and provisions hereof and said default shall continue for ten (10) days (although no legal or formal demand has been made therefor), or (ii) violate or fail to perform any of the other terms, conditions, covenants or agreements herein made by Tenant,

and such failure to pay rent, such other violation or failure shall continue for a period of thirty (30) days or five (5) days after written notice thereof to Tenant by Landlord, or (iii) abandon or vacate the Demised Premises, or (iv) make or consent to an assignment for the benefit of creditors or a common law composition of creditors, or a receiver of Tenant's assets is appointed, or Tenant files a voluntary petition in a bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Tenant and not discharged by Tenant within sixty (60) days, or Tenant is adjudicated a bankrupt, or (v) Tenant admits in writing its inability to pay its debts when due or that it is insolvent, then, and in any of said events, this Lease shall, at the option of Landlord, cease and terminate and the provisions of this Paragraph 16(a) shall automatically operate as a notice to quit, any notice to quit, or of Landlord's intention to re-enter, being hereby expressly waived and Landlord may proceed to recover possession under and by virtue of the provisions of the laws of the jurisdiction in which the Demised Premises are located or by such other proceeding, including re-entry and possession, as may be applicable. In the event any such failure to pay rent or other default on the part of Tenant occurs more than two (2) times in any twelve (12)-month period, Landlord shall not be required during the remainder of the Term to send written notice before proceeding with its remedies under this Paragraph 16. If Landlord elects to terminate this Lease, everything contained in this Lease on the part of Landlord to be done and performed shall cease without prejudice, except for the right of Landlord to

recover from Tenant all rent and other sums accrued up to the time of termination or recovery of possession by Landlord, whichever is later. Should this Lease be terminated before the expiration of the Term by reason of Tenant's default, or should Tenant abandon or vacate the Demised Premises before the expiration or termination of the Term, Landlord may elect (i) to accelerate the rent due hereunder to the end of the Term, (ii) to recover possession of the Demised Premises, by force, summary proceedings, or otherwise, or (iii) to relet the Demised Premises for such rent and upon such terms as are not unreasonable under the circumstances, and Tenant shall be liable for all damages sustained by Landlord including, without limitation, deficiency in rent, reasonable attorneys' fees, brokerage fees, and expenses of placing the Demised Premises in rentable condition. At Landlord's option, any damage or loss of rent sustained by Landlord may be recovered by Landlord at the time of Tenant's default, or at the time of reletting, or in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive relettings, or may be deferred until the expiration of the Term, in which event Tenant hereby agrees that the cause of action shall not be deemed to have accrued until the Lease Expiration Date. In the event Landlord is required or elects to take legal action to enforce against Tenant the performance of Tenant's obligations under this Lease, then Tenant shall immediately reimburse Landlord for all expenses, including without limitation, reasonable attorneys' fees incurred by Tenant in its successful prosecution of that legal action. The provisions contained in this Paragraph shall

be in addition to and shall not prevent the enforcement of any claim Landlord may have against Tenant for anticipatory breach of the unexpired Term.

(b) Waiver. If, under the provisions hereof, Landlord shall institute proceedings against Tenant and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any other covenant, condition or agreement herein contained, nor of any of Landlord's rights hereunder. No waiver at any time of any of the provisions hereof by Landlord shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy provided in this Lease. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of the Lease. Failure on the part of Landlord to complain of any action or non-action on the part of Tenant, no matter how long the same may continue, shall never be deemed to be a waiver by Landlord of any part of its rights hereunder. The consent or approval of Landlord to or of any

action by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

(c) Right of Landlord to Cure Tenant's Default. If: (i) Tenant defaults in the making of any payment or in the doing of any act herein required to be made or done by Tenant; or (ii) Tenant defaults in the making of any payment to any third party, or doing any act required to be made or done by Tenant for or on behalf of said third party relating to the Demised Premises, then Landlord may, but shall not be required to, make such payment or do such act, and charge the amount of the expense thereof, if made or done by Landlord, with interest thereon at the rate per annum which is two percent (2%) greater than the "prime rate" then in effect at The First National Bank of Boston, from the date paid by Landlord to the date of payment thereof by Tenant; provided, however, that nothing herein contained shall be construed or implemented in such a manner to allow Landlord to charge or receive interest in excess of the maximum legal rate then allowed by law. Such payment and interest shall constitute additional rent hereunder due and payable with the next monthly installment of rent; but the making of such payment or the taking of such action by Landlord shall not operate to cure such default or to estop Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled.

(d) Late Payment. If Tenant fails to pay any installment of rent or any other sum due and payable to Landlord on or before

the first day of the calendar month when such installment becomes due and payable, Tenant shall pay to Landlord a late charge of five percent (5%) of the amount of such installment and, in addition, such unpaid installment shall bear interest at the rate per annum which is two percent (2%) greater than the "prime rate" then in effect at The First National Bank of Boston (or if such prime rate is not available, a replacement rate designated by Landlord) from the date such installment became due and payable to the date of payment thereof by Tenant; provided, however, that nothing herein contained shall be construed or implemented in such a manner as to allow Landlord to charge or receive interest in excess of the maximum legal rate then allowed by law. Such late charge and interest shall constitute additional rent hereunder due and payable with the next monthly installment of rent.

(e) Lien on Personal Property. Landlord shall have a lien upon all personal property of Tenant moved into the Demised Premises, as and for security for the rent and other obligations of Tenant herein provided. In order to perfect and enforce said lien, Landlord may at any time after default in the payment of rent or default of other obligations, seize and take possession of any and all personal property belonging to Tenant which may be found in and upon the Demised Premises. If Tenant fails to redeem the personal property so seized, by payment of whatever sum may be due Landlord under and by virtue of the provisions of this Lease, Landlord shall have the right, after twenty (20) days' written notice to Tenant of its intention to do so, to sell

such personal property so seized at public or private sale and upon such terms and conditions as to Landlord may appear advantageous, and after the payment of all proper charges incident to such sale, apply the proceeds thereof to the payment of any balance due to Landlord on account of rent or other obligations of Tenant pursuant to this Lease. In the event there shall then remain in the hands of Landlord any balance realized from the sale of said personal property, the same shall be paid over to Tenant. The exercise of the foregoing remedy by Landlord shall not relieve or discharge Tenant from any deficiency owed to Landlord which Landlord has the right to enforce pursuant to any other provision of this Lease.

17. SUBORDINATION.

This Lease is subject and subordinate to all mortgages which may now or hereafter affect the real property of which the Demised Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request. Tenant hereby constitutes and appoints Landlord Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of Tenant.

18. HOLDING OVER.

In the event that Tenant shall not immediately surrender the

Demised Premises on the Lease Expiration Date, Tenant shall, by virtue of the provisions hereof, become a tenant by the month at twice the monthly rent in effect during the last month of the Term which said monthly tenancy shall commence with the first day after the Lease Expiration Date. Tenant, as a monthly tenant, shall be subject to all of the terms, conditions, covenants and agreements of this Lease. Tenant shall give to Landlord at least thirty (30) days' written notice of its intention to quit the Demised Premises, and Tenant shall be entitled to thirty (30) days' written notice from Landlord to quit the Demised Premises unless Tenant is in default hereunder, in which event Tenant shall not be entitled to any notice to quit, the usual thirty (30) days' notice to quit being hereby expressly waived. Notwithstanding the foregoing, in the event that Tenant shall hold over after the Lease Expiration Date, and if Landlord shall desire to regain possession of the Demised Premises promptly at the expiration of the Term, then Landlord at its option, may forthwith re-enter and take possession of the Demised Premises without process, or by any legal process in force in the jurisdiction in which the Demised Premises are located.

19. SECURITY DEPOSIT.

Simultaneously with the execution of this Lease, Tenant shall deposit with Landlord a security deposit in the sum of One Thousand Five Hundred Dollars ($1,500.00). Such security deposit shall be considered as security for the payment and performance by Tenant of all of Tenant's obligations, covenants, conditions and agreements under the Lease. Upon the expiration of the Term

hereof (or any renewal or extension thereof in accordance with this Lease), Landlord shall (provided that Tenant is not in default under the terms hereof) return and pay back such security deposit to Tenant, less such portion thereof as Landlord shall have appropriated to make good any default by Tenant with respect to any of Tenant's aforesaid obligations, covenants, conditions and agreements. In the event of any default by Tenant hereunder during the Term, Landlord shall have the right, but shall not be obligated, to apply all or any portion of the security deposit to cure such default, in which event Tenant shall be obligated promptly to deposit with Landlord the amount necessary to restore the security deposit to its original amount. In the event of the sale or transfer of Landlord's interest in the Demised Premises, Landlord shall have the right to transfer the security deposit to such purchaser or transferee, in which event Tenant shall look only to the new landlord for the return of the security deposit and Landlord shall thereupon be released from all liability to Tenant for the return of such security deposit.

20. QUIET ENJOYMENT.

Landlord covenants that it has the right to make this Lease for the Term aforesaid, and that if Tenant shall pay the rent and perform all of the covenants, terms, conditions and agreements of this Lease to be performed by Tenant, Tenant shall, during the Term hereby created, freely, peaceably and quietly occupy and enjoy the full possession of the Demised Premises without molestation or hindrance by Landlord or any party claiming through or under Landlord.

21. TENANT'S RESPONSIBILITY FOR DAMAGE.

Any and all injury, breakage or damage to the Demised Premises arising from any cause, done by Tenant or its agents, contractors, servants, employees and visitors, or by individuals and persons making deliveries to or from the Demised Premises, except as provided for in Paragraph 12, shall be repaired by Tenant at its sole expense. This provision shall not be in limitation of any other rights and remedies which Landlord has or may have in such circumstances.

22. SUPERSESSION.

This Lease supersedes and replaces the 1991 Lease Agreement. Upon the full execution of this Lease, the 1991 Lease Agreement shall be void and shall no longer be in force and effect.

23. TENANT'S REPRESENTATIONS AND WARRANTIES.

Tenant represents and warrants to Landlord the following:

(a) Organization in Good Standing. Tenant is duly organized and validly existing, and has the full power to own its properties and assets and to carry on its business.

(b) Litigation. There is no action, proceeding or investigation before any court, any arbitrator or any governmental agency or instrumentality pending or, to Tenant's knowledge, threatened against or affecting Tenant which may result in any judgment, order, decree or liability having material adverse effect upon its business or condition, financial or otherwise, and no judgment, decree or order has been issued

against Tenant which has or will have such an effect.

(c) No Default. Tenant is not in default under or in violation of any provision of its articles of incorporation, or any indenture, agreement, lease or other instrument by which it is bound, or any applicable law, decree, order, rule or regulation. Neither the consummation of the transactions contemplated by this Lease, nor compliance with the provisions hereof, will result in any violation, breach or default under any of the foregoing.

(d) Disclosure. No representation or warranty by Tenant in this Lease, and no statement or certificate furnished or to be furnished to Landlord pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained therein not misleading.

(e) Tax Payments. Tenant is not delinquent in the payment of taxes to the City of Boston nor are there taxes outstanding and not yet under payment agreement with the City of Boston.

(f) Arson. Tenant has not been convicted of arson or arson-related crimes, and arson-related charges are not pending against Tenant.

(g) Reliance. The foregoing representations and warranties

are made by Tenant with the knowledge and expectation that Landlord is placing complete reliance thereon.

24. MISCELLANEOUS.

(a) No Representation by Landlord. Tenant acknowledges that neither Landlord nor any broker, agent or employee of Landlord has made any representation or promise with respect to the Demised Premises except as herein expressly set forth, and no right, privilege, easement or license is acquired by Tenant except as herein expressly set forth. Tenant, by taking possession of the Demised Premises, shall accept the same "as is".

(b) No Partnership. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties hereto other than that of Landlord and Tenant.

(c) Brokers. Tenant represents and warrants to Landlord that Tenant has not employed any broker, agent or finder in carrying on the negotiations relating to this Lease, or had dealings with any broker relating to this Lease. Tenant shall indemnify and hold Landlord harmless from and against any claim or claims for brokerage or other commission arising from or out of any breach of the foregoing representation and warranty.

(d) Estoppel Certificate. Tenant agrees, at any time, and

from time to time, upon not less than five (5) days' prior written notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing: (i) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modification); (ii) stating the dates to which the rent and any other charges hereunder have been paid by Tenant; (iii) stating whether or not, to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and if so, specifying each such default of which Tenant may have knowledge; (iv) stating the address to which notices to Tenant should be sent; (v) stating the commencement and expiration dates of the Lease; and (vi) stating such other information as Landlord shall reasonably request. Any such statement delivered pursuant hereto may be relied upon by any prospective purchaser of the Demised Premises, any mortgagee or prospective mortgagee of the Demised Premises or of Landlord's interest in either, or any prospective assignee of any such mortgagee.

(e) Waiver of Jury Trial. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other in respect of any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Demised Premises and/or any claim of injury or damage.

(f) Notices. All notices or other communications required or permitted to be given under this Lease shall be in writing, signed by a duly authorized officer of Landlord or Tenant, and shall be deemed delivered if mailed, postage prepaid, by registered or certified mail, return receipt requested, to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

The Landlord: Boston Redevelopment Authority
One City Hall Square, 9th Floor
Boston, MA 02201
Attention: Director

with a copy to: Boston Redevelopment Authority
One City Hall Square, 9th Floor
Boston, MA 02201
Attention: Chief General Counsel

The Tenant: Children's Services of Roxbury, Inc.
2406 Washington Street
Roxbury, MA 02119

with a copy to:

(g) Invalidity of Particular Provisions. If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(h) Gender and Number. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural

shall be substituted for the singular number, in any place or places herein in which the context may require such substitution.

(i) Benefit and Burden. The provisions of this Lease shall be binding upon, and inure to the benefit of, the parties hereto and each of their respective representatives, successors and assigns. Landlord may freely and fully assign its interest hereunder. In the event Landlord shall be in default under this Lease, and if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment against the right, title and interest of Landlord in the Demised Premises as the same may then be constituted and encumbered and Landlord shall not be liable for any deficiency. In no event shall Tenant have the right to levy execution against any property of Landlord other than its interests in the Demised Premises. It is agreed that neither Landlord, nor any of its officers, directors or employees shall ever be personally liable for any judgment against Landlord or any duty or liability of Landlord under this Lease.

(j) Entire Agreement. This Lease, together with Exhibits attached hereto, contains and embodies the entire agreement of the parties hereto, and no representation, inducement or agreement, oral or otherwise, between the parties not contained in this Lease and the Exhibits, shall be of any force and effect. This Lease may not be modified, changed or terminated in whole or in part in any matter other than by an agreement in writing duly

signed by both parties hereto.

(k) Authority. Landlord and Tenant hereby covenant each for itself, that each has full right, power and authority to enter into this Lease upon the terms and conditions set forth. If Tenant signs as a corporation, each of the persons executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing corporation, qualified to do business in the Commonwealth of Massachusetts, that the corporation has full right and authority to enter into this Lease, and that each of the persons signing on behalf of the corporation was authorized to do so.

(l) Transfer of Landlord's Interest. Landlord hereby reserves the right to sell, assign or transfer this Lease upon the condition that in such event this Lease shall remain in full force and effect, subject to the performance by Tenant of all the terms, covenants and conditions on its part to be performed. In the event that such purchaser, assignee or transferee agrees to perform all the terms, covenants and conditions of Landlord pursuant to this Lease which are to be performed by Landlord from and after the effective date of such sale, assignment or transfer then, upon any such sale, assignment or transfer, other than merely as security, Tenant agrees to look solely to the purchaser, assignee or transferee with respect to all matters in connection with the purchaser, assignee or transferee with respect to all matters in connection with this Lease and the transferor Landlord shall be released from any further

obligations hereunder.

(m) Consent of Mortgagee(s). The terms and provisions of this Lease are contingent upon the consent of Landlord's mortgagee(s).

(n) Surrender. At the termination of this Lease by lapse of time or otherwise, Tenant shall surrender possession of the Demised Premises to Landlord, shall deliver all keys to the Demised Premises and all locks therein to Landlord, shall make known to the Landlord the combination of all combination locks in the Demised Premises, and shall return the Demised Premises and all equipment and fixtures of the Landlord therein to Landlord in broom clean condition and in as good condition as when Tenant originally took possession, ordinary wear and tear excepted, failing which Landlord may restore the Demised Premises and such equipment and fixtures to such condition and Tenant shall pay the cost thereof to Landlord on demand. In the event of the Lessee's failure to remove any of Lessee's property from the Demised Premises, Lessor is hereby authorized without liability to Lessee for loss or damage thereto, and at the sole risk of Lessee, to remove and store any of the property at Lessee's expense, and to retain same under Lessor's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to dispose of such property.

(o) Time is of the Essence. Time is of the essence of each

provision of this Lease.

(p) Governing Law. This Lease shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

(q) Examination of Lease. Submission of this Lease to Tenant for examination or signature by Tenant shall not constitute reservation of or option to lease, and the same shall not be effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

(r) Captions. The captions and headings throughout this Lease are for convenience of reference only, and the words contained in such captions shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of this Lease.

(s) Recordation. This Lease is not to be recorded, but each party hereto agrees on request of the other to execute a Notice of Lease in recordable form, complying with applicable Massachusetts laws. In no event shall such document set forth the rental or other charges payable by Lessee under this Lease, and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease and is not intended to vary the terms and conditions of this Lease. Tenant shall bear all fees in connection with such recordation.

(t) No Relocation Benefits. Tenant agrees that it is not eligible for relocation benefits.

(u) Parking. Tenant shall not park vehicles on public right-of-ways adjacent to the Demised Premises, except in legal parking spaces.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease under seal on the day and year first hereinabove written.

WITNESS: **LANDLORD:** **BOSTON REDEVELOPMENT AUTHORITY**

_____ By: _____

WITNESS: **TENANT:** **CHILDREN'S SERVICES OF ROXBURY, INC.**

_____ By: _____
Richard Richardson, Executive Director

MEMORANDUM May 7, 1992

TO: BOSTON REDEVELOPMENT AUTHORITY AND
THEODORE S. CHANDLER, ACTING DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR
FOR NEIGHBORHOOD HOUSING AND DEVELOPMENT
ANDREA d'AMATO, ASSISTANT FOR PROGRAM DEVELOPMENT
FOR NEIGHBORHOOD HOUSING AND DEVELOPMENT

SUBJECT: REQUEST AUTHORIZATION TO ENTER INTO A MASTER LEASE AGREEMENT WITH THE CHILDREN'S SERVICES OF ROXBURY, INC. (CSR) FOR THE BUILDING LOCATED AT 2406 WASHINGTON STREET IN ROXBURY [WASHINGTON PARK URBAN RENEWAL PROJECT PARCEL S-30], WHICH WILL SUPERSEDE AND REPLACE THE EXISTING LEASE AGREEMENT.

SUMMARY: This Memorandum requests that the Director be authorized to enter into a Master Lease Agreement with the Children's Services of Roxbury, Inc. for the building located at 2406 Washington Street, for a term not to exceed three (3) years and at a rent of $18,000 per year, and to execute any other necessary and appropriate documents as determined by the Director in connection with the lease of this building. Said Master Lease Agreement will supersede and replace the existing Lease Agreement.

Background

The Boston Redevelopment Authority (BRA) owns the two story brick building containing ± 14,300 SF located at 2406 Washington Street in Dudley Square, Roxbury. Children's Service of Roxbury, Inc. (CSR), a private not-for-profit child welfare organization supplying services for day care providers in Roxbury and Dorchester, currently occupies the second floor of that building for its administrative staff. Additionally, CSR expects to complete the rehabilitation of 3,000 SF of space on the first floor and occupy the space for their Early Intervention Program (EIP) by mid May.

The remaining portion of the first floor, which is physically separated from the balance of the floor, also contains 3,000 SF of space. CSR will reserve the community space in this section of the first floor for community meetings.

Past BRA Board Actions

On October 26, 1988, the BRA Board approved the execution of a License Agreement with CSR for the use of the second floor of this building for a period of one year.

On November 30, 1989, the BRA authorized an extension for the use of the second floor for an additional two years. The License Agreement for that space expired in November of 1991.

On January 16, 1991, the BRA issued a Request for Proposals to lease 3,000 SF of space on the first floor of the building. This space was offered "as is" under an annual lease with a monthly fee, with the added condition that the BRA not incur any expense either in the preparation or in the use of that space.

On July 18, 1991, the BRA Board authorized a Lease Agreement with CSR to rehabilitate the 3,000 SF of space on the first floor for their EIP program. CSR is an important addition to the Dudley Square community, providing critical services to day care providers in Roxbury and Dorchester.

On January 9, 1992, the BRA Board authorized a new Lease Agreement with CSR which would supersede and replace their existing Lease Agreement for the first floor (3,000 SF) and their expired License Agreement for the second floor (6,000 SF), at 2406 Washington Street, Roxbury. A lease was never executed as it became evident that a Master Lease for the complete building was a more efficient manner to effectively maintain the property.

Master Lease Proposal

CSR's 1989 License Agreement for the second floor was in effect for two years (expiring November, 1991), with an annual fee of $1.00, including their proportionate share of utility costs, and maintenance costs to operate that space. The first floor Lease Agreement (effective August 1, 1991 for a three year period), set a monthly fee of $1,000 which included the operating costs associated with the 3,000 SF of space on that floor.

The Master Lease Agreement for the entire building located at 2406 Washington Street in Roxbury ("Master Lease"), proposes a rent in the sum of $18,000 annually, in equal installments of $1,500 monthly, and for a term, not to exceed three (3) years commencing upon the execution of the Master Lease (hereto attached as Exhibit A). In accordance with the new lease proposal, all utilities, maintenance, security and upkeep of the building will be the sole responsibility of CSR.

Additionally, the Master Lease requires that CSR reserve the community space on the first floor of the building for use by and for community-based groups which serve the Roxbury area with a priority for said space to the Roxbury Neighborhood Council and their various sub-committees.

Finally, this proposal is exempt from the requirements of Chapter 30B under the lease of commercial real estate exemption. Therefore, a Master Lease is proposed to simplify the current occupancy arrangements for both CSR and the BRA, in that, the entire building will be the responsibility of and occupied by CSR, subject to the use of community space by community-based groups.

Recommendation
In order to simplify CSR's current leasing arrangement for the occupancy of the building located at 2406 Washington Street in Roxbury, BRA staff recommends that the Director be authorized to enter into a Master Lease which will supersede and replace the existing Lease Agreement for the use 3,000 SF of space on the first floor. CSR will occupy the building, reserving the community space on the first floor for community use and meetings, for a period of three (3) years at an annual rent of $18,000 ($1,500 monthly). CSR will be responsible for all utility, maintenance and security costs necessary to operate the building.

It is, therefore, recommended that the BRA authorize the Director to enter into a Master Lease with Children's Services of Roxbury, Inc., which will supersede and replace the existing Lease Agreement for the 3,000 SF of space located at 2406 Washington Street, for a term not to exceed three (3) years and at a rent of $18,000 per year, and to execute any other necessary and appropriate documents as determined by the Director in connection with the lease of this building.

An appropriate vote follows:

VOTED: That the Director be, and hereby is, authorized to enter into a Master Lease Agreement for the entire building located at 2406 Washington Street in Roxbury, with the Children's Services of Roxbury, Inc., which will supersede and replace the existing Lease Agreement for the 3,000 SF of space on the first floor of said building. The Master Lease Agreement shall be for a term of no more than three (3) years with a monthly rent of $1,500 with CSR paying all costs necessary to operate the building, and may contain such other terms and conditions that the Director deems are in the best interest of the Authority. Further, the Director is authorized to execute such other documents or agreements in connection with such Master Lease Agreement that he deems necessary and appropriate.

2406 WASHINGTON STREET RFP

BOSTON REDEVELOPMENT AUTHORITY